



The following constitutes the order of the court.
Signed March 27, 2015


William J. Lafferty, III
U.S. Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION

In re

Frank Henry Tafoya, Jr.,
Susan Faye Tafoya,

Debtors.

No. 13-44285

Chapter 13

MEMORANDUM REGARDING DEBTORS' LETTER TO THE COURT

Frank Henry Tafoya and Susan Faye Tafoya ("Debtors") filed a chapter 7 petition on July 26, 2013 (Doc. 1). The case was converted to chapter 13 on October 14, 2013 (Doc. 24). Debtors' Chapter 13 Plan was confirmed on November 26, 2013 (Doc. 41). Debtors were represented by Michael J. Primus at the outset of the case and through confirmation of the Chapter 13 Plan. On September 16, 2014, the court approved a Corrected Stipulation Substituting Attorneys (Doc. 47). Following the termination of Mr. Primus's representation, Debtors are proceeding pro se.

1 On March 24, 2015, Debtors sent a letter to the court
2 with various documents attached (Doc. 51). Debtors' letter
3 to the court expresses concern over the fee agreement with
4 their former attorney. Debtors agreed to pay Mr. Primus
5 \$1,506 to file the chapter 7 case. Upon conversion of the
6 case to chapter 13, Debtors signed the Rights and
7 Responsibilities of Chapter 13 Debtors and Their Attorneys
8 ("Rights and Responsibilities"), which indicated the
9 initial fee charged by Mr. Primus to pursue the chapter 13
10 case would be \$4,800 (Doc. 32). Until October 8, 2014,
11 when Mr. Primus filed a Waiver of Attorney Fees going
12 forward, Debtors paid the attorney fees through the Chapter
13 13 Plan (Doc. 50).

14 While Debtors acknowledge signing the Rights and
15 Responsibilities, they claim Mr. Primus failed to fully
16 explain the change in the fee agreement precipitated by the
17 conversion of the case from chapter 7 to chapter 13.
18 Further, Debtors assert that they would have objected to
19 the increase in fees required to pursue a chapter 13 case
20 if they had been aware of the change.

21 Debtors' concern over the fee arrangement with their
22 former attorney is evident. The court understands Debtors'
23 frustration over the perceived lack of transparency and
24 communication, but Debtors have not framed their inquiry in
25 the form of a motion and have not requested any specific
26 relief from the court. As a result, the court cannot take
27 any action on Debtors' letter or the issues highlighted in
28 the letter.

1 If Debtors would like the court to respond to their
2 concerns, they should file a motion with the court
3 requesting relief with specificity and stating the basis
4 for the relief requested. The court recognizes the
5 difficulties Debtors face in proceeding pro se. Debtors
6 may explore submitting a motion on their own behalf or seek
7 another representative to take action to address their
8 concerns.

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11 **End of Memorandum**
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COURT SERVICE LIST

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